



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

01-PRO-159

JAN 11 2001

Dr. L. J. Powell, Director
Pacific Northwest National Laboratory
Richland, Washington 99352

Dear Dr. Powell:

CONTRACT NO. DE-AC06-76RL01830 - CONTRACT MODIFICATION M333

This letter transmits three copies of contract modification M333 (enclosure). This modification updates Section J, Appendix B, Special Banking Account Agreement, for Fiscal Year 2001. Please sign all three copies of the modification and return them to my office. An executed copy of this modification will be transmitted back to you. Questions regarding this matter may be directed to me at (509) 372-4572.

Sincerely,

A handwritten signature in cursive script, reading "Susan E. Bechtol", is positioned above the typed name.

Susan E. Bechtol
Contracting Officer

PRO:SEB

Enclosure

cc w/cnel:
K. L. Hoewing, PNNL

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DE-AC06-76RL01830		PAGE OF PAGES 1 1		
2. AMENDMENT/MODIFICATION NO. M333		3. EFF. DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. /		5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Energy Richland Operations Office PO Box 550 Richland WA 99352			7. ADMINISTERED BY (If not, see Item 6): TEL: FAX:				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): Battelle Memorial Institute Pacific Northwest Division 902 Battelle Blvd PO Box 999 Richland WA 99352				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. / DE-AC06-76RL01830			
CODE				10B. DATED (SEE ITEM 13) 12/30/1964			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) - Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Section J: Delete Appendix B - Special Banking Account Agreement in its entirety and insert the attached Appendix B - Special Bank Account Agreement entered into the 1st day of October, 2000, in lieu thereof.

This modification results in no other changes.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): Karen L. Hoewing General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Susan E. Bechtel CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

**PART III – LIST OF OTHER DOCUMENTS,
EXHIBITS AND OTHER ATTACHMENTS**

SECTION I

APPENDIX B

SPECIAL BANKING AGREEMENT

BATTELLE MEMORIAL INSTITUTE
CONTRACT NO. 402794-A-C3

SCHEDULE

This agreement is entered into this 1st day of October, 2000, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); BATTELLE MEMORIAL INSTITUTE, corporation/legal entity existing under the laws of the State of Ohio (hereinafter referred to as the Recipient); and U.S. Bank, a banking corporation under the laws of the State of Washington located at Richland, Washington (hereinafter referred to as the Bank).

RECITALS

- a. By mutual agreement of the parties, this Special Bank Account Agreement supersedes and replaces all Special Bank Account Agreements to which this Recipient, DOE, and the Bank have been parties.
- b. On the effective date of December 30, 1964, DOE and the Recipient entered into Contract(s) No. DE-AC06-76RL01830, providing for an advance of funds by a letter of credit. A copy of such advance provisions has been furnished to the Bank.
- c. DOE requires that amounts advanced to the Recipient thereunder be deposited in a Special Demand Deposit Account at a member bank covered by U.S. Department of Treasury approved government deposit insurance organizations that are identified in I TFM 6-9000. These special demand deposits must be kept separate from the Recipient's general or other funds; and the parties are agreeable to so depositing said amounts with the Bank.
- d. The "Special Demand Deposit Account" shall be designated "BATTELLE MEMORIAL INSTITUTE, PURCHASE DRAFT, SALARY AND CONTRACT ACCOUNTS."

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, It is agreed that:

1. The Government shall have a title to the credit balance in said accounts to secure the repayment of all advance payments made to Recipient and said title shall be superior to any lien or claim of the Bank with respect to such accounts.
2. The Bank shall be bound by the provisions of said contract(s) between DOE and the Recipient relating to the deposit and withdrawal of funds in the above Special Demand Deposit Account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said accounts. After receipt by the Bank of directions from DOE, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the right, duties, and liabilities of the Bank are considered as having been properly issued and filed with the Bank by DOE

3. The DOE, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such Special Demand Deposit Account at all reasonable times and for all reasonable purposes, including, without limitation to, the inspection or copying of such books and records and any or all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the Bank for a period of six (6) years after the final payment under this Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Demand Deposit Account, the Bank shall promptly notify the Department of Energy at the Richland Operations Office, P.O. Box 550, Richland, Washington, 99352.
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the recipient to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the recipient and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in solicitation No. 402794, dated May 1, 2000 in consideration of the placement by DOE of a noninterest-bearing time deposit with the Bank in an amount determined by the quarterly analysis via the "Calculation of Time Account Balance Required", as adjusted to compensate for changes in volume of services, in the reserve requirement, in the cost of "float" and in the TT&L rate. The Bank agrees that per-item costs, detailed in the form "Schedule of Bank Processing Charges," contained in the Bank's aforesaid bid shall remain constant during the term of this Agreement. The Recipient shall withdraw the amount of funds determined in the quarterly "Calculation of Time Account Balance Required", from the special demand deposit account and use such funds to make a noninterest-bearing time deposit in a separate account in the Bank. This account shall hereinafter be defined as the time deposit account. The funds in the time deposit account shall remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE.

6. The Bank shall post collateral, acceptable under Treasury Department Circular No. 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of Treasury - approved deposit insurance.
7. This Agreement, with all its provision and covenants, shall be in effect for a term of two years, beginning on the first day of October, 2000 and extending through the thirtieth day of September, 2002, or through the option periods should DOE exercise the options to extend the agreement further in accordance with the provision of (8)(a) below. The exercise of any or all of the option periods is the unilateral right of the DOE.
 - a. DOE may extend the term of this Agreement for three years, with three one year options by written notice to the Recipient and the Bank provided that DOE shall give the Recipient and Bank a preliminary written notice of its intent at least 90 days before this Agreement expires. The preliminary notice does not commit DOE to an extension.
 - b. If the DOE exercises this option, the extended agreement shall be considered to include this option provision.

RECEIVED

- c. The duration of the Agreement, including the exercise of any options under this covenant, shall not extend past September 30, 2005.
6. DOE, the Recipient, or the Bank may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 (ninety) days prior to the desired termination date. The specific provisions for operating the account during this 90 (ninety) day period are contained in covenant (12).
 8. DOE or the Recipient may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Recipient, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner which precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
 8. Notwithstanding the provision of Covenants (8) and (9), in the event the contract (referenced in Recital (b)) between the DOE and the Recipient is not renewed or is terminated, this Agreement between DOE, the Recipient and the Bank shall automatically be terminated upon the delivery of written notice to the Bank.
 11. In the event of termination, the Bank agrees to retain the Recipient's special demand deposit account for an additional 90-day period to clear outstanding payment items. (For compensation by noninterest-bearing time deposit only.)

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Bank for services rendered up to the expiration date.

- a. If the analysis indicates that the Bank has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Recipient shall—
 1. Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Bank for prior cumulative loss of earnings and
 2. Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Bank for services rendered.
- b. If the analysis indicates that the Bank has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Bank a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- c. If cumulative excess compensation is not sufficient to compensate the Bank for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Bank for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

RECORD COPY

All terms and conditions of the aforesaid bid submitted by the Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

12. Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this agreement, including the amount of the time deposit agreed to herein, shall not be valid unless signed by the Contracting Officer.
13. Contract Contents: In addition to this Schedule, the contract consists of:
 - Schedule of Bank Processing Charges
 - Calculation of Time Account Balance
 - Requirement Summary, dated May 1, 2000.
 - 46 General Provisions.
 - General Representations and Certifications: The representations and certifications dated June 16, 2000, as signed and submitted by the Recipient in response to the RFP which resulted in the award of this contract are hereby incorporated by reference.
15. Contract Modifications: This Contract contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No communication, written or oral, by other than a Battelle Contract Representative or DOE Contracting Officer shall be effective to modify or otherwise affect the provisions of the contract.

REC'D 2000 05 11

IN WITNESS WHEREOF the parties hereto have caused this agreement which consists of pages including the documents incorporated by reference in covenant (12) to be executed as of the day and year first above written.

09/28/2000 By Susan E. Bechtol
Date Signed (Typed Name of Contracting Officer)

Susan E. Bechtol
(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness) BATIELLE
(Typed Name of Recipient)

(Signature of Witness) By ROGER K. BALLARD
(Name of Recipient's Representative)

NOTE: In the case of a corporation,
A witness is not required. Type or
Print names under all signatures

[Signature] go
(Signature of Recipient's Representative)

ASSISTANT TREASURER
(Title)

505 KING AVENUE, COLUMBUS, OHIO 43201
(Address)

(Name of Witness) U.S. Bank
(Name of Bank)

(Signature of Witness) U.S. Bank
(Name of Bank)

Gail Heinselman
(Signature of Bank Representative)
Gail Heinselman

Note: In the case of a corporation,
A witness is not required. Type or
Print names under all signatures.

Vice President, Relationship Manager
(Title) Government Banking
W. 428 Riverside, Suite #1230

Spokane, WA 99202
(Address) 9/20/00
(Date Signed)

RECORD COPY

NOTE

The Recipient, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Jerome R. Bahlmann, Senior VP and Secretary of the corporation named as Recipient herein; that Roger K. Ballard, who signed this Agreement on behalf of the Recipient, was then Assistant Treasurer of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Corporate Seal) (Signature)

NOTE

Bank, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, M. THERESA PARRY, certify that I am the RELATIONSHIP ASSISTANT of the corporation named as Bank herein; that GAIL HEINSELMAN, who signed this Agreement on behalf of the Bank, was then VICE PRESIDENT of said corporation and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

RECORD COPY

SCHEDULE OF BANKS PROCESSING CHARGES

US Bank Banking Services (Monthly Volume, unless stated otherwise)

Item	Quantity	Unit	Description	Unit Cost	Estimated Price
Account Services					
General Services					
1	14	Account	Account or Banking Structure	\$10.000	\$140.00
Deposits					
2	75	Deposit	Deposits to Account	0.150	11.25
3	2	Deposit	Pre-Encoded Deposits on Accounts at Bank	0.025	0.05
4	4	Deposit	Pre-Encoded Deposits Local Clearinghouse	0.040	0.16
Pro-Encoded Deposits-Transit (Transfers) on Accounts at Bank					
5	75	Deposit	(outside of district #12)	0.055	1.38
6	85	Deposit	Un-Encoded Deposits Items on Accounts at Bank	0.030	2.55
7	250	Deposit	Un-Encoded Deposits Local Clearinghouse	0.045	11.25
8	1	Deposit	Un-Encoded Deposits Local Federal	0.055	0.06
9	200	Deposit	Un-Encoded Deposits-Transit (Transfers) on Accounts at Bank	0.060	18.00
10	25	Statement	Special Statements	2.000	50.00
11	14		FDIC Quarterly Charge		0.00
12	600	Slip	Deposit Slips		0.00
13	100	per deposit	Cash Deposits	0.070	7.00
Account Reconciliation Services					
14	25	Item Input	Account Reconciliation Provided KeyPunch	0.050	\$1.25
15	5,000	per check	Account Reconciliation Provided Check Sort	0.025	125.00
16	14	by account	Account Reconciliation Provided for Account Item per	75.000	1,050.00
17	5,000	account	Account Reconciliation Provided per Item	0.075	375.00
18	14	account	Full Maintenance With Positive Pay	50.000	700.00
19	1,000	per check	Full Processing With Positive Pay	0.060	60.00
20	2,250	per check	Check Sorting	0.020	45.00
21	10	account	Check Sort Fixed NC	0.000	0.00
22	5	per file	Transmissions	5.000	25.00

23	5	By File Tape Magnetic Tape Output				
24	1	per file Account Reconciliation Provided Tape Output				35.00
25	15	per file Account Reconciliation Provided Data Transmission NC				35.00
26	1	per copy Account Reconciliation Provided Safekeeping Photocopies				0.00
						0.25
<u>Checks</u>						
30	5,000	Check Checks Written				0.100
						500.00
<u>Manual Wire Services</u>						
33	5	per wire Wire Out Free Form (non-repetitive)				15.000
34	60	per wire Wire in Without Phone				7.000
35	5	per wire Internal Wire Debit (letter of credit draws)				5.000
36	1	per wire Facsimile Transmission In				20.000
		Subtotal				3,808.20

Monthly Services Fees (Electronic / On-Line Banking Services)

					Unit Cost	Charge
: Lot, per 2						
Contractors						
40	3	monthly On-line PC Banking Access System, including PC				100.000
		Charge communication Software Charge				300.00
		1 time				
41	1	activate Other Set-up (please identify) NC				0.000
42	0	per report Setup Charge Terminal Report NC				0.000
43	14	account Previous Day Summary and Transaction Reports				10.000
44	14	account Terminal Stop Account NC				0.000
45	14	account Checks Paid Transaction				10.000
46	14	account EDI Remittance Detail Acknowledgment				140.00
47	10	per tem Stop Placed				2.500
48	1	per tem Stop Cancelled NC				8.000
49	2,000	minutes Connect time (in minutes)				0.000
50	10,000	per tem (BAI?) letter Reported Terminal				0.250
						500.00

Wire Services (t-rough on-line bank)

52	125	per wire	PC Based Terminal Fedwire Domestic	7.0000	\$875.00
53	75	per wire	PC Based Terminal Fedwire International	15.0000	1,125.00
54	5	per wire	PC Based Terminal Fedwire (FX?)	7.0000	35.00

Automated Clearing House Services (Payroll feeds)

		per payroll			
55	3	feed	One-Time Set-Up Charge NC	0.0000	\$0.00
56	40	per ACH	ACH Received	0.0800	3.20
57	35,500	per ACH	Two Day ACH	0.0800	2,840.00
58	3,000	per ACH	One Day ACH	0.0800	240.00
59	2,500	per item	On Bank Items	0.0800	200.00
60	13	per run	Process Run	5.0000	65.00
61	5	per item	ACH Adjustment Request	1.0000	5.00
62	10	per item	ACH Returns	2.0000	20.00

Establishment of Electronic Feeds from/to Client

63	3	feed	ACH	5.0000	\$15.00
		per			
64	3	feed	810 (Deposits)	5.0000	15.00
		receiving			
		per payable			
65	3	feed	820 (Check, ACH, COD, CCD+, CTX)	5.0000	15.00

ACH Services

66	10	per ACH	ACH Received	0.08	\$0.80
67	10	per ACH	Two Day ACH	0.08	0.80
68	10	per ACH	One Day ACH	0.08	0.80
69	10	per item	On Bank Items	0.08	0.80
70	10	per run	Process Run	5.00	\$0.00
71	10	per item	ACH Adjustment Request	1.00	10.00
72	10	per item	ACH Returns	2.00	20.00

CCD/CCD+/CTX

73	10	per CTX	CTX Received	0.1500	\$1.50
74	10	per CTX	Two Day CTX	0.0900	0.90
75	10	per CTX	One Day CTX	0.1200	1.20
76	10	per item	On Bank Items	0.0800	0.80
77	50	per run	Process Run	5.0000	50.00
78	10	per item	CTX Adjustment Request	1.0000	10.00
79	10	per item	CTX Returns	2.0000	20.00
Subtotal					<u>\$7,315.80</u>

Secondary Bank Charges

Please describe service, secondary provider, and secondary providers location.

80					
81	2	account	Secondary Monthly Maintenance	150.0000	\$300.00
82	1	account	Controlled Disbursements Summary	10.0000	10.00
83	10	report	Secondary Reconciliation Postage NC	0.0000	0.00
84	1	per item	Secondary Fax Fee Long Distance NC	0.0000	0.00
85	2,500	per item	Secondary Items Paid	0.1000	250.00
86	40	per item	Secondary Deposits Posted	0.1500	6.00
87	10	per item	Secondary Stop Payment	8.0000	80.00
Subtotal					<u>\$646.00</u>

External ACH Delivery Charges

90	0	as incurred	Credit Card/PAX	0.0000	\$0.00
91	0	as incurred	Local (?)	0.0000	\$0.00
92	0	as incurred	Interregional (FED)	0.0000	\$0.00
93	0	as incurred	Interregional Night Cycle Surcharges (Extended)	0.0000	\$0.00
94	0	as incurred	Additional	0.0000	\$0.00
Subtotal:					<u>\$0.00</u>

Foreign Currency Drafts

100	1	per item	Draft	12.0000	\$12.00
					<u>\$12.00</u>

LockBox

Please Describe service and location:

			<u>Unit Cost</u>	<u>Charge</u>
110	1	LockBox	50.0000	\$50.00
111	30	per trans Monthly Maintenance	0.2500	7.50
112	30	per trans Per Item Charge	0.0000	0.00
113	30	per trans Encoding NC	0.1000	3.00
114	30	per trans Protocol	0.2000	6.00
115	30	per trans Except/Return	0.0000	0.00
116	10	per trans Accelerated Deposit NC	1.0000	10.00
117	20	per trans Main Out	0.0500	1.00
118	10	per report Data entry	3.0000	30.00
		Subtotal:		<u>\$102.10</u>

Training

130 Annual Services Update/Training Class (Please describe) NC

<u>Unit Cost</u>	<u>Charge</u>
	<u>\$0.00</u>

Cash Machine (Optional)

Please describe service.

Machine Specified Sites in secure facilities.

Tri-Cities Airport Cash Machine NA

Per Transaction Cash Request

Out of Town Cash Request (please describe service)

			<u>Unit Cost</u>	<u>Charge</u>
130	2		0.0000	\$0.00
131	0		0.0000	\$0.00
132	600	per trans	1.5000	\$900.00
133		per trans	0.0000	\$0.00
		Subtotal		<u>\$900.00</u>

Credit Card (Optional)

Please describe service.

Credit Card Receipts estimated annual volume, 7,000K

<u>Unit Cost</u>	<u>Charge</u>
140	100 per trans
	0.2300
	<u>\$23.00</u>

Total Amount\$12,807.10

CALCULATION OF TIME ACCOUNT BALANCE REQUIRED

CALCULATION OF TIME ACCOUNT BALANCE REQUIRED **For Hanford Site Banking Contract**

Financial Institution US Bank

1	Institutions annual service charge to be earned	\$	_____
2	Most recent month's average Treasury tax and loan interest rate PLUS 40 BASIS POINTS		_____
3	Divide the amount on line 1 by the rate percentage shown on Line 2 to determine unadjusted time deposit required to earn the annual service charge	\$	_____
4	Adjustments for reserve requirement:		
	a Federal Reserve rate on time deposit:	%	_____
	b 100% minus the rate in 4a above	%	_____
5	Adjusted time deposit balance required to earn annual service charge (divide the amount on line 3 by the rate on line 4b)	\$	_____

A BONUS OF 40 BASIS POINTS ADDED TO THE MONTHLY PUBLISHED AVERAGE TREASURY TAX AND LOAN RATE FOR THE FIRST YEAR OF THE CONTRACT!!

YEAR TWO WILL ENJOY AN ADDITIONAL 25 BASIS POINTS ADDED TO THE MONTHLY PUBLISHED AVERAGE TREASURY TAX AND LOAN RATE

OPTION YEARS THREE, FOUR AND FIVE TO BE MUTUALLY NEGOTIATED

REQUIREMENTS SUMMARY

REQUIREMENT SUMMARY BANKING SERVICES FOR HANFORD RECIPIENTS

May 1, 2000

Required Services

The required services listed in the Schedule of Banks Processing Charges (Enclosure 5), were developed using current Federal and DOE acquisition regulations, the DOE Accounting Manual, the U.S. Department of Treasury regulations regarding cash management and letter of credit financing, and input from the affected Recipients. It is required that interested banks bid by specifying their per-item charges for each of the required banking services, calculating projected monthly costs based on the per item charges, and converting those monthly charges using the formula provided, to calculate the amount of a non-interest-bearing time deposit which would be required to compensate the bank for its services. The per-item charges shall remain constant throughout each contract period. Adjustments are made to the amount of the time deposit quarterly as the volume of services and the Treasury Tax and Loan Rate may change.

Listed below are additional details for some of the services/requirements identified in the attached pricing schedule:

Local Requirements

Background:

In order to promote cost effective operations and to improve internal control Recipients need to minimize cash holding areas.

Statement outlining requirement:

The successful bidder must be able to receive and accept deposits on a daily basis both during and outside of normal business hours. In addition a need exists for, but not limited to, processing of drafts, drawing of cashier checks, depositing foreign currency and drawing cash.

It is a requirement that the bidder or their subcontractor have a facility, which provides normal banking services, located within the Greater Tri-Cities area.

Lockbox

Background:

Hanford Contracts receive a variety of payment mechanisms from outside sources. Cost effective operations have been enhanced by having the capability to receive checks directly via a lockbox service.

Statement outlining requirement:

The successful bidder must be able to receive and accept deposits to a lockbox. The bank would provide, preferably through an online source, a copy of the check, all paperwork which accompanied the check and a report showing each check number received, the payees name and the dollar amount."

Electronic Payment Requirements

Background:

Federal agencies have initiated programs to convert paper-based processes to electronic processes as a result of the October 26, 1993 Presidential Memorandum "Streamlining Procurement Through Electronic Commerce" which mandates government-wide implementation of electronic commerce to the maximum extent possible. In this context, electronic commerce entails the implementation of Electronic Data Interchange or EDI to make an electronic payment order to our Bank in lieu of generating paper checks.

Statement outlining requirement:

The successful bidder must be able to assist Hanford Recipients in implementing electronic bill - payment, to supplement and/or replace the current paper-based AP bill-payment process. A requirement is that the successful bank shall define and supply to Hanford Recipients the ANSI ASC X12 "Payment Order/Remittance Advice Transaction Set 820" document standard or template, formatted to include mandatory and optional fields according to Version 4010 or current version.

The purpose of the 820 document is to both,

- 1.) Allow Hanford Recipients to make a payment order, and
- 2.) Initiate actions by the bank to embed the payment into the 820, wrap the 820 with an electronic envelope that is the CTX (Corporate Trade Exchange) format in order to move the ED file into the payment stream and to the receiver's bank.

Similarly, for receivables the Bank shall need to support the 810 record.

The Recipient shall negotiate with the successful bank a communication method of either dial in direct or interconnecting via a VAN (Value Added Network). The bank shall cooperate when Hanford Recipients or a Hanford Recipient's trading partner requirements for a specific VAN

Automated Teller Machine (ATM) Services

Background:

In advance of travel and other events requiring cash, Hanford staff at times need to have convenient access to ATM's.

Statement Outlining Request:

Pacific Northwest National Laboratory has made space available for an ATM at 3200 Q. Avenue, Richland, WA 99352. An additional ATM will be required within another Fluor Hanford building. Both locations are to be in a conspicuous and visible place, within the main traffic area of Hanford. Travelers representing the Hanford Recipients have a need to be able to get cash from an ATM at the Pasco Airport. The ATM provided at both locations should have cash access for Visa, MasterCard, American Express and Discover.

Optional Services

Processing of Credit Card Receipts

Background:

Hanford Recipients are increasingly providing small dollar services to entities outside of Hanford (HAMMER, Hanford Technical Library, and Symposium). The volume of these transactions is increasing. In addition Recipients are increasingly providing small dollar transactions to each other. The Hanford site needs a system that shall improve the debt collection processing. Accepting credit card payments is a proven option for reducing administrative costs and time, as well as reducing collection expenses.

Statement outlining request:

The successful bidder may be able to provide a credit card processing system to each requesting contract. The bidder should specify how the system is managed to accept a variety of credit cards and the related charges (it is expected that the system shall accept most major credit cards: MasterCard, VISA, AMEX, DISCOVER, etc.) The system needs to be able to detect altered, stolen or deactivated credit cards. It must be able to account for disputed amounts and process returns and/or exchanges.

The system should be capable of interfacing with multiple receivable systems for each Recipient, incorporate the latest security features, and allow for directing deposits directly to Recipient bank accounts. The system must have data fields that allows at a minimum the capture of: purchase amount, purchase date, customers credit card number, customers accounting code, customer business status, customer zip code, Recipient's merchant category code, Recipient's tax number, and Recipients name. It is highly desirable to also capture information such as: quantity, product code, description, ship to zip, and Recipients ticket/order number. The system must be capable of providing on-line access to monitor credit card receipts. It is further highly desirable if the system has the ability for credit card receipts to be directed to different bank accounts.

General Provisions

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GENERAL PROVISIONS – FIXED PRICE CONTRACT**DEFINITIONS (JUL 1996)**

- A. The terms "Battelle," "Battelle-Northwest," "BNW," "Pacific Northwest National Laboratory," "PNNL," and "Laboratory" mean Battelle Memorial Institute, Pacific Northwest Division.
- B. The term "Government" means the Government of the United States of America.
- C. The term "DOE" means the U.S. Department of Energy.
- D. "Battelle Contract Representative" means an employee of Battelle Memorial Institute, Pacific Northwest Division, acting within the limits of a written authorization to execute legally binding commitments on behalf of Battelle.
- E. Except as otherwise provided in this contract, the term "Subcontracts" includes purchase orders under this contract.

ORDER OF PRECEDENCE (DEC 1985)

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: a) the schedule; b) the general provisions; c) the statement of work/specification; d) other provisions of the contract; and e) the Contractor's technical proposal, if made a part of the contract.

ASSIGNMENT (JAN 1986)

Battelle or the other Hanford Contractors may assign this contract to DOE or a designee of DOE. Upon receipt by the Contractor of written notice that DOE or its designee has been assigned this contract, Battelle shall be relieved of all responsibility hereunder and the Contractor shall thereafter look solely to the assignee for performance of Battelle's obligations. The Contractor shall not assign its contract or any interest therein, nor claims thereunder without the prior written consent of Battelle or Battelle's assignee. Any assignment, by operation of law or otherwise, without prior written consent of Battelle or Battelle's assignee shall be void.

DISPUTES (OCT 1979)

Except as otherwise provided or agreed any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is further agreed by the Contractor that litigation shall be limited and confined exclusively to the appropriate state or Federal court located within the State of Washington. Determination of any substantive issue of law shall be based upon application of Federal law. During the pendency of any dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of Battelle.

PERMITS (OCT 1983)

The Contractor is an independent contractor, not an agent or employee of Battelle, and shall obtain all permits or licenses necessary for performance of the work.

COVENANT AGAINST CONTINGENT FEES (APR 1984)

- A. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, Battelle shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

- B. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain contracts nor hold itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any Government contract or contracts through improper influence. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Battelle employee or officer to give consideration or to act regarding a contract on any basis other than the merits of the matter.

- C. Subcontracts and Purchase Orders. Unless otherwise authorized by the Battelle Contracts Representative in writing, the Contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under this contract.

BUY AMERICAN ACT (JAN 1989)

- A. The Buy American Act (41 USC 10) provides that the Government give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means 1) an unmanufactured end product mined or produced in the United States, or 2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs B.2 or 3 of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic. On acquisitions above \$25,000 in value, components of Canadian origin are treated as domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- B. The Contractor shall deliver only domestic end products, except those
1. For use outside the United States;
 2. That Battelle determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 3. For which the DOE determines that domestic preference would be inconsistent with the public interest; or
 4. For which Battelle determines the cost to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582 dated December 17, 1954, as amended, and Subpart 25.1 of the Federal Acquisition Regulation.)

USE OF BATTELLE NAME (OCT 1983)

The Contractor agrees not to use Battelle's name or identifying characteristics for advertising, sales promotion or other publicity purposes.

AUTHORIZATION AND CONSENT (JUL 1995) Alternate I (APR 1984) (MODIFIED)

1. The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract, at any tier.

2. The Contractor agrees to include, and require inclusion, of this clause, suitably modified to identify the parties, in all subcontracts at an tier for supplies and services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.
3. In the case of suit of potential suit in copyright infringement, the Contractor may request authorization and consent in copyright from DOE. Programmatic necessity shall be a major consideration in grant of authorization and consent.

REPORTING OF ROYALTIES (APR 1984)

The Contractor shall report in writing to Battelle during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of Battelle of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patents under which a royalty or payments are made.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)**A. General**

1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as
 - I. Employment;
 - II. Upgrading;
 - III. Demotion or transfer;
 - IV. Recruitment;
 - V. Advertising;
 - VI. Layoff or termination;
 - VII. Rates of pay or other forms of compensation, and
 - VIII. Selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

B. Postings

1. The Contractor agrees to post employment notices stating: a) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals; and b) the rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Battelle Contract Representative.
3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

- C. **Noncompliance.** If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- D. **Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

CLEAN AIR AND WATER (APR 1984)

- A. "Air Act," as used in this clause, means the Clean Air Act (42 USC 7401 et seq.).

"Clean air standards," as used in this Clause, means—

1. Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;
2. An applicable implementation plan as described in Section 110(d) of the Air Act (42 USC 7410(d));
3. An approved implementation procedure or plan under Section 111(c) or Section 111(d) of the Air Act (42 USC 7411(c) or (d)), or
4. An approved implementation procedure under Section 112(d) of the Air Act (42 USC 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency (EPA) or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).

"Compliance," as used in this clause, means compliance with—

- I. Clean air or water standards, or
- II. A schedule or plan ordered by a court of competent jurisdiction, the Environmental Protection Agency (EPA), or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA), determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 USC 1251 et seq.).

- B. The Contractor agrees—

1. To comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414) and Section 308 of the Clean Water Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
2. That no portion of the work required by this Contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
3. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
4. To insert the substance of this Clause into any nonexempt subcontract, including this subparagraph B.4.

SUBCONTRACTS (OCT 1983)

- A. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives of the contract.
- B. When required by this contract, or requested by Battelle, the Contractor shall provide information regarding any of its subcontracts. Such information may include but shall not be limited to subcontract specifications, cost or pricing data, selection criteria, and evaluation and negotiation memoranda.
- C. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
- D. Procurement arrangements under this contract shall be made in the name of the Contractor, shall not bind nor purport to bind Battelle, and shall not relieve the Contractor of any obligation under this contract including the obligation properly to supervise, administer, and coordinate the work of subcontractors.

NOTICE OF LABOR DISPUTES (APR 1984)

Whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the contract, the Contractor shall immediately notify the Battelle Contract Representative in writing. Such notice shall include all relevant information concerning the dispute and its background.

WORKERS' COMPENSATION (NOV 1983)

The Contractor shall comply with State Industrial Insurance or Workers' Compensation and Unemployment Compensation Laws of any state in which work is performed, to the extent such laws are applicable.

CONTRACT ADMINISTRATION (JAN 1986)

- A. The Contractor's progress and compliance with the technical requirements of this contract may be monitored for Battelle by a Technical Administrator. The name of the Technical Administrator, if one is designated, will be furnished the Contractor by the Battelle Contract Representative.
- B. The Battelle Technical Administrator is authorized to receive information, conduct inspections of work in process and witness Contractor tests. He/she has no authority to: change or waive any provision of this contract, including but not limited to statements of work, drawings, specifications and standards, whether attached or incorporated by reference; provide interpretations of any provision or requirement of this contract; direct, advise, or recommend any particular course of conduct on the part of the Contractor; or create any legally binding commitment on behalf of Battelle.
- C. The Contractor is solely responsible for strict compliance with all requirements of this contract. No notice, communication or representation in any form or from any person other than a Battelle Contract Representative shall be effective to relieve the Contractor of such obligation or to stop Battelle from enforcing the contract exactly according to its written terms.

CONVICT LABOR (SEPT 1988)

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract except as provided by 18 USC 4082(c)(2) and Executive Order 11755, December 29, 1973.

EQUAL OPPORTUNITY (APR 1984)

- A. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs B.1 through B.4 below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- B. During performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin;

2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: (i) employment; (ii) upgrading; (iii) demotion; (iv) transfer; (v) recruitment or recruitment advertising; (vi) layoff or termination; (vii) rates of pay or other forms of compensation; and (viii) selection for training, including apprenticeship;
 3. The Contractor shall post in conspicuous places available to employees and applicants for employment, the notices to be provided by Battelle that explain this clause;
 4. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin;
 5. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by Battelle, upon request, advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 7. The Contractor shall furnish to Battelle all information required by Executive Order 11246, as amended and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the contract date.
 8. The Contractor shall permit access to its books, records, and accounts by DOE or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
 9. If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be considered ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended the rules, regulations, and orders of the Secretary of Labor or as otherwise provided by law.
 10. The Contractor shall include the terms and conditions of subparagraphs B.1 through 11 of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 11. The Contractor shall take such action with respect to any subcontract or purchase order as Battelle may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request Battelle to enter into the litigation to protect the interests of DOE.
- C. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)

- A. Unless advance written approval of the Battelle Contract Representative is obtained, the Contractor shall not acquire for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, and North Korea.
- B. The Contractor shall not acquire for use in the performance of this contract any supplies or services from the entities controlled by the Government of Iraq.
- C. The Contractor agrees to insert the provisions of this clause, including this paragraph C in all subcontracts hereunder.

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**A. Definitions. As used in this clause—**

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Common Wealth of Puerto Rico, Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once and employer decides to consider applicants outside of its organization.

Veterans of the Vietnam era means a person who—

1. Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

B. General

1. Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam Era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as —
 - I. employment;
 - II. upgrading;
 - III. demotion or transfer;
 - IV. recruitment;
 - V. advertising;
 - VI. layoff or termination;
 - VII. rates of pay or other forms of compensation; and
 - VIII. selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

C. List Openings

1. The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
2. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
3. The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting

referrals of veterans and non-veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

4. Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

D. Applicability. This Clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and Virgin Islands.

E. Postings

1. The Contractor agrees to post employment notices stating
 - a) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam Era; and
 - b) the rights of applicants and employees.
2. These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Battelle Contract Representative.
3. The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and Vietnam Era veterans.

F. Notice in place. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

G. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

- A.** Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
 1. The number of disabled veterans and the number of veterans of the Vietnam era in the work force of the contractor by job category and hiring location; and
 2. The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- B.** The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- C.** Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
- D.** The employment activity report required by Paragraph A.2 of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by Paragraph A.1 of this clause. Contractors may select an ending date:

1. as of the end of any pay period during the period January through March 1 of the year the report is due, or
 2. as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- B. The count of veterans reported according to Paragraph A of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 USC 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 USC 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 USC 4212.
- F. Subcontracts: The Contractor shall include the terms of the clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995) (MODIFIED)**A. Definition**

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- B. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractor at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- C. Notwithstanding any other clause of this contract except the clause titled, Flowdown of Contract Requirements to Subcontractors, the Contractor, is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
1. 52.222-26 - Equal Opportunity (E.O. 11245);
 2. 52.222-35 - Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 3. 52.222-36 - Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- D. The Contractor shall include the terms of this clause, including this paragraph D, in subcontracts awarded under this contract.

ACCOUNTS, RECORDS AND INSPECTION (JUN 1996 AL 93-2) (MODIFIED)

- A. **Accounts.** The contractor shall maintain a separate and distinct set of accounts, records, documents and other evidence showing and supporting (1) all allowable costs incurred, (2) collections accruing to the contractor in connection with work under this contract, or other applicable credits, fixed fee accruals under this contract, and (3) the receipt, use and disposition of all government property coming into the possession of the contractor under this contract. The system of accounts employed by the Contractor shall be in accordance with generally accepted accounting principles consistently applied.
- B. **Inspection and Audit of Accounts and Records.** All books of account and records relating to this contract shall be subject to inspection and audit by Battelle or DOE, in accordance with the provisions of the clause entitled, Ownership of Records, et al, reasonable times, before and during the period of retention provided for in Paragraph D below, and the Contractor shall afford Battelle or DOE proper facilities for such inspection and audit.
- C. **Audit of Subcontractors' Records.** The Contractor also agrees, with respect to any subcontracts (including fixed price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by Battelle, DOE, or the cognizant audit agency through DOE.

- D. Disposition of Records.** Except as agreed upon by Battelle and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connections with work under this contract, other applicable credits, and fee accruals under this Contract shall be the property of the Government, and shall be delivered to Battelle or otherwise disposed of by the Contractor either as Battelle may from time to time direct during the progress of the work or, in any event, as Battelle shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as provided in this contract, including the provisions of the clause entitled, Ownership of Records, all other records in the possession of the Contractor relating to this Contract shall be preserved by the Contractor for a period of three (3) years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by Battelle and the Contractor.
- E. Reports.** The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as Battelle may from time to time require.
- F. Inspections.** Battelle shall have the right to inspect the work and activities of the Contractor under this contract at such time and in such manner as it shall deem appropriate.
- G. Subcontracts.** The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs A through C and paragraph I of this clause in all subcontracts (including fixed price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- H. Internal Audit.** The contractor agrees to conduct an internal audit and examination, satisfactory to DOE, of the records, operations, expenses, and the transaction with respect to costs claimed to be allowable under this contract annually and at such other times as may be mutually agreed upon. The results of such audit, including the working papers, shall be submitted or made available to Battelle.
- I. Comptroller General**
1. The Comptroller General of the United State, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 2. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 3. Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

ACCESS TO AND OWNERSHIP OF RECORDS (JUN 1997)

- A. Government's Records.** Except as provided in B of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to Battelle or otherwise disposed of by the Contractor either as the Battelle Contract Representative may from time to time direct during the progress of the work or, in any event, as the Battelle Contract Representative shall direct upon completion or termination of the contract.
- B. Contractor's Own Records.** The following records are considered the property of the Contractor and are not within the scope of Paragraph A above:
1. Personnel records and files maintained on individual employees, applicants, and former employees of the Contractor;
 2. Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
 3. Records relating to any procurement action by the Contractor, except for records that, in the clause entitled "Accounts, Records and Inspection," are described as the property of the Government, and

4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - I. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - II. The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - III. Patent, copyright, mask work, and trademark application files and related contractor inventions disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- C. **Contract Completion or Termination.** In the event of completion or termination of this contract, copies of any of the Contractor-owned records identified in paragraph B of this clause, upon the request of Battelle, shall be delivered to Battelle, DOE, or its designee, including successor contractors. Upon delivery, title to such records shall vest in Battelle, DOE, or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- D. **Inspection, Copying, and Audit of Records.** All records acquired or generated by the Contractor under this contract in the possession of the Contractor, except for Paragraph B above, shall be subject to inspection, copying, and audit by the Government at all reasonable times, and the Contractor shall afford the Government reasonable facilities for such inspection, copying, an audit; provided, however, that upon request by the Battelle Contract Representative, the Contractor shall deliver such records to a location specified by the Battelle Contract Representative for inspection, copying, and audit. Battelle, DOE, or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- E. **Applicability.** The provisions of paragraphs B and C of this clause apply to all records described therein without regard to the date of origination of any such record.
- F. **Records Retention Standards.** Special records retention standards, described at DOE Order 1324.2A, Records Disposition, as amended, are applicable, for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. Battelle may waive application of these records retention schedules if, upon termination or completion of the contract, Battelle exercises its right under paragraph C of this clause to obtain copies and delivery of records described in paragraphs A and B of this clause.
- G. **Flowdown.** The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
 1. The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
 2. The Battelle Contract Representative determines that the subcontract is, or involves, a critical task related to the contract; or
 3. The subcontract includes 48 CFR (DEAR) 970.5204-2, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

YEAR 2000 WARRANTY

The contractor warrants that any hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor. If the contract requires that specific products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to Battelle and the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the contractor in writing at any time within commercial warranty period.

Nothing in this warranty shall be construed to limit any rights or remedies Battelle and the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

PAYMENTS - FIXED PRICE (DEC 1985)

Battelle shall pay the Contractor upon submission of a proper invoice the prices stipulated in this contract for supplies delivered or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the supplies delivered or services rendered for which a price is separately stated in the contract. Payment date and discount period, if any, shall be calculated from the date of acceptance or receipt of a proper invoice whichever is later.

CHANGES - FIXED PRICE (AUG 1987)

- A. A Battelle Contract Representative may at any time, by a written order, and without notice to the sureties, if any, make changes within the general scope of this contract, in any one or more of the following: 1) description of services, drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for Battelle in accordance with the drawings, designs, or specifications; 2) method of shipment, packing, or routing; 3) place of delivery.
- B. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly.
- C. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt by the Contractor of the written order. However, if the Battelle Contract Representative decides that the facts justify it, the Battelle Contract Representative may receive and act upon a proposal submitted before final payment of the contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, Battelle shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- B. No communication, written or oral, from any person other than a Battelle Contract Representative, shall constitute a change order in accordance with this provision.
- C. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's proposal for adjustment, Battelle shall have the right to prescribe the manner of disposition of such property.

PRICING OF ADJUSTMENTS (FEB 1986)

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures, in effect on the contract date, for:

- A. **Commercial organizations.** Subpart 31.2 of the Federal Acquisition Regulation (48 C.F.R. 31.2), as supplemented or modified by DEAR Part 931 (48 C.F.R. 931), except as otherwise provided in this contract with respect to facilities capital cost of money (CAS 414).
- B. **Educational institutions.** Subpart 21.3 of the Federal Acquisition Regulation (48 C.F.R. 21.3), as supplemented or modified by DEAR Part 931 (48 C.F.R. 931).
- C. **State and local governments** (except publicly financed educational institutions). Office of Management and Budget Circular No. A-87.

D. Nonprofit organizations (except colleges and universities). Office of Management and Budget Circular No. A-122.

FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE (APR 1984)

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties. (Washington State Contractors Note: The supplies/services specified herein are deemed to be for resale to DOE and are exempt from Washington Retail Sales Tax.)

STOP WORK ORDER - FIXED PRICE (JAN 1986)

- A. By written order to the Contractor, a Battelle Contract Representative may, at any time, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, Battelle shall either:
1. cancel the Stop Work Order, or
 2. terminate the work covered by such order as provided in the "Termination for Default or Convenience" clause of this contract.
- B. If a Stop Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule, the contract price, or a combination thereof, and in any other provisions of the contract that may be affected, and the contract shall be modified in writing accordingly, if:
1. the Stop Work Order results in an increase in the contract price or the time required for the performance of any part of this contract, and
 2. the Contractor asserts a claim for such adjustment within 90 days after the end of the period of work stoppage.
- C. If a Stop Work Order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

CLAUSES FOR CONTRACTS EXCEEDING \$25,000

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

- A. The Government suspends or debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- B. A corporate officer or a designee of the Contractor shall notify the Battelle Contracts Representative, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Procurement Programs). The notice must include the following:
1. The name of the subcontractor.
 2. The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Procurement Programs.
 3. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Procurement Programs.

4. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

CLAUSES FOR CONTRACTS EXCEEDING \$100K**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)**

- A. **Overtime Requirements.** No contractor or subcontractor, contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times his basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- B. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the provisions set forth in paragraph A of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph A of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph A of this clause.
- C. **Withholding for Unpaid Wages and Liquidated Damages.** The Battelle Contract Representative shall upon his or her own action, or upon written request of an authorized representative of DOE or the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with Battelle, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by Battelle, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph B of this clause.
- D. **Payrolls and Basic Records.**
 1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 2. The record to be maintained under paragraph D.1 of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Battelle, DOE or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- E. **Subcontracts exceeding \$100,000.** The contractor or subcontractor shall insert in any subcontract the provisions set forth in paragraphs A through E of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs A through E of this clause.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- A. The Contractor shall report to Battelle, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- B. In the event of any claim or suit against Battelle or the Government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government or Battelle, or both, upon request, all evidence and information as

possession of the Contractor pertaining to such suit or claims. Such evidence and information shall be furnished at the expense of Battelle except in those cases where the Contractor has agreed to indemnify the Government or Battelle.

- C. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

INTEREST (JAN 1984)

- A. Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to Battelle under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, which is applicable to the period in which the amount becomes due, as provided in Paragraph B of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- B. Amounts shall be due at the earliest of the following dates:
1. The date fixed under this contract.
 2. The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 3. The date Battelle transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 4. The date of written notice to the Contractor stating the amount of refund payable in connection with a negotiated agreement not confirmed by contract modification.

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT AUL 1 (OCT 1995)

- A. Except as provided in B below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- B. The prohibition in A of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph A applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).
- C. The Contractor agrees to incorporate the substance of this clause, including this paragraph C, in all subcontracts under this contract which exceed \$100,000.

ANTI-KICKBACK PROCEDURES (JUL 1995)**A. Definitions**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Battelle, Battelle employees, subcontractor, or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by Battelle for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with Battelle.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by Battelle or a subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than Battelle, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to Battelle or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The Anti Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback, or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

C. 1. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph B of this clause in its own operations and direct business relationships

2. When the Contractor has reasonable grounds to believe that a violation described in paragraph B of this clause may have occurred, the Contractor shall promptly report to the Battelle Contract Representative in writing the possible violation. Such reports shall be made to the Inspector General of Battelle, and Battelle shall forward such reports to DOE, or the Department of Justice.
3. The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph B of this clause.
4. The Battelle Contract Representative may (i) offset the amount of kickback against any monies owed by Battelle under the prime contract and/or (ii) direct that the prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Battelle Contract Representative may order that monies withheld under subdivision C.4(i) of this clause be paid over to DOE unless Battelle has already offset those monies under subdivision C.4(i) of this clause. In either case, the Prime Contractor shall notify the Battelle Contract Representative when the monies are withheld.
5. The Contractor agrees to incorporate the substance of this clause, including this subparagraph C.5, but excepting subparagraph C.1, in all subcontracts under this contract which exceed \$100,000.

PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997) ALI 1 (APR 1984)

- A. Except as provided in paragraph B below, the Contractor shall use privately owned U.S.-flag commercial vessels, and no others, on the ocean transportation of any supplies to be furnished under this contract.
- B. If such vessels are not available for timely shipment at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels, the Contractor shall notify the Contracting Officer and request 1) authorization to ship in foreign-flag vessels or 2) designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in cost of shipping the supplies in privately owned U.S.-flag commercial vessels and in foreign-flag vessels.
- C. 1. The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both:
 1. The Battelle Contract Representative and

II. The:

Office of Cargo Preference
Maritime Administration (MAR-590)
400 Seventh Street, SW
Washington, DC 20590

Subcontractor's bills of lading shall be submitted through Battelle

2. The Contractor shall furnish three bill of lading copies: a) within 20 working days of the date of loading for shipments originating in the United States; or b) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- I. Sponsoring U.S. Government agency
- II. Name of vessel
- III. Vessel flag of registry
- IV. Date of loading
- V. Port of loading
- VI. Port of final discharge
- VII. Description of commodity
- VIII. Gross weight in pounds and cubic feet if available
- IX. Total ocean freight revenue in U.S. dollars

- D. Except for contracts at the simplified acquisition threshold, the Contractor shall insert the substance of this clause, including this paragraph D, in all subcontracts, or purchase orders under this contract.

F. The requirement in paragraph A does not apply to—

1. Contracts at or below the simplified acquisition threshold;
2. Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;
3. Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 USC 2353); and
4. Shipments of classified supplies when the classification prohibits the use of non-government vessels.

- E. Guidance regarding fair and reasonable rates for privately-owned U.S.-flag commercial vessels may be obtained from the:

Office of Cost & Rates
Maritime Administration
Washington, DC 20590
Phone: 202-365-2324

ADDITIONAL CLAUSES**INSPECTION - SERVICES - FIXED PRICE (DEC 1985)**

- A. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to Battelle covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Battelle during contract performance and for as long afterwards as the contract requires.

- C. Battelle has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. Battelle shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services do not conform with contract requirements, the Battelle Contract Representative may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract price. When the defects in services cannot be corrected by reperformance, the Battelle Contract Representative may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, Battelle may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by Battelle that is directly related to the performance of such service or (2) terminate the contract for default.

SERVICE CONTRACT ACT OF 1965 (JAN 1984)

This contract, to the extent that it is of the character to which the Service Contract Act of 1965, as amended (41 USC 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor thereunder.

- A. **Compensation.** Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employees which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be Battelle, the Contractor, and the employees who will perform on the contract or their representatives. If the interested parties do not agree on a classification or reclassification that is, in fact, conformable, Battelle shall submit the question, together with its recommendation, to the Office of Special Wage Standards, Employment Standards Administration (ESA), Department of Labor for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator or his authorized representative shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- B. **Adjustment.** If, as authorized pursuant to Section 4(d) of the Service Contract Act of 1965, as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Employment Standards Administration, Department of Labor, as provided in the Act.
- C. **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in 29 CFR Part 4, subparts B and C and not otherwise.
- D. **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- E. **Obligations Attributable to Predecessor Contracts.** If this contract succeeds a contract, subject to the Service Contract Act of 1965, as amended, under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment for this contract neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work less than the wages and fringe benefits and any prospective increase in wages and fringe benefits and any prospective increases in wages and fringe benefits, provided for in such collective bargaining agreements, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits provided for under such

agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the Secretary of Labor or his authorized representative determines that the collective bargaining agreement applicable to the service employees employed under the predecessor contract was not entered into as a result of arms-length negotiations, or finds after a hearing, as provided in Department of Labor regulations, 29 CFR 4.10, that the wages and fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a similar character in the locality.

- F. **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the work-site, using such poster as may be provided by the Department of Labor.
- G. **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- H. **Records.** The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, records containing the information specified in Paragraphs 1 through 5 of this paragraph for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Employment Standards Administration (ESA), Department of Labor.
 - 1. His name and address.
 - 2. His work classification or classifications, rate or rates of monetary wages and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.
 - 3. His daily and weekly hours so worked.
 - 4. Any deductions, rebates, or refunds from his total daily or weekly compensation.
 - 5. A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator (as defined in 41 CFR 1-12.902-2(c)) or his authorized representative, pursuant to the labor standards clause in Paragraph A of this clause. A copy of the report required by Paragraph M.1 of this clause shall be deemed to be such a list.
- I. **Withholding of Payment and Termination of Contract.** Battelle shall withhold or cause to be withheld from the Contractor under this or any other Government Contract with the Contractor such sums as Battelle, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, Battelle may enter into other Contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- J. **Subcontractors.** The Contractor agrees to insert this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in this clause in any subcontract shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."
- K. **Service Employee.** As used in this clause, relating to the Service Contract Act of 1965, as amended, the term "service employee" means any person engaged in the performance of a contract entered into by the United States and not exempted under Paragraph 7, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States (other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations); and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- I. **Comparable Rates.** The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 USC 5311 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class: _____
Monetary Wage-Fringe Benefits: _____

M. **Contractor's Report.**

1. If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to Battelle the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly, as soon as such compensation has been determined, as provided in Paragraph A of this clause.
2. If wages to be paid or fringe benefits to be furnished any service employees employed by the Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Contractor shall report such fact to Battelle together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract in the case of collective bargaining agreements effective at such time, and, in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

- N. **Regulations Incorporated by Reference.** All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 subpart C are hereby incorporated by reference in this contract.

- O. **Exemptions.** This clause relating to the Service Contract Act of 1965 shall not apply to the following:

1. Any contract of the United States or District of Columbia for construction, alteration, and/or repair, including painting and decorating of public buildings or public works.
2. Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (41 USC 35-45);
3. Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by Section 22 of the Interstate Commerce Act;
4. Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;
5. Any contract for public utility services, including electric light and power, water, steam or gas;
6. Any employment contract providing for direct services to a Federal agency by an individual or individuals;
7. Any contract with the Post Office Department (U.S. Postal Service), the principal purpose of which is the operation of postal contract stations;
8. Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in Section 8(d) of the Service Contract Act of 1965 to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands, as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eriwetok Atoll, Kwajalein Atoll, Johnston Island, and Canton Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country;
9. Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to Section 4(h) of the Act, which exemptions the Secretary of Labor, prior to amendment of such section by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

- a. Contracts entered into by the United States with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom; and
 - b. Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employees to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.
1. **Special Employees.** Notwithstanding any of the provisions in Paragraphs A through N of this clause relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to Section 4(b) of the Act (prior to its amendment by Public Law 92-473), found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- 1. **a.** Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by Section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under Section 2(a)(2) of the Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under Section 14 of the Fair Labor Standards Act of 1938, (29 USC 201 et seq.) in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - b. The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - c. The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.
2. An employee engaged in an occupation in which he customarily and regularly receives more than \$30 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by Section 2(a)(1) or Section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: provided, however, that the amount of such credit may not exceed \$1.325 per hour beginning January 1, 1978, \$1.305 per hour beginning January 1, 1979, \$1.34 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. If the employer pays in full cents the \$1.325 figure must be rounded down to \$1.32 and the \$1.305 figure to \$1.30, in order that the employer will not be crediting more than the permissible percentage.

ENVIRONMENT, SAFETY & HEALTH REQUIREMENTS (FEB 2000)

Applicable for work performed on Government installations or Battelle-owned or -operated facilities or premises.

- A. In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The Contractor shall, in the performance of work, ensure that:
- 1. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - 2. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

3. Before work is performed, the associated hazards are evaluated and an agreed upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 4. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- D. The Contractor, relative to the Statement of Work and contract specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract:
1. Fulfilled the scope of work as outlined in this contract;
 2. Identified and analyzed hazards associated with the work;
 3. Developed and implemented hazard controls related to the hazards;
 4. Allowed the performance of work within the controls; and
 5. Provided feedback to Battelle and Contractor employees on adequacy of hazard controls.
- C. The Contractor shall perform work in accordance with the provisions of this contract and either paragraph 1, 2 or 3 below:
1. Manage and perform work in accordance with applicable Battelle Standards Based Management System (SBMS) procedures and guidelines, as specified in the Statement of Work or specifications incorporated in this contract.

[Note: SBMS may be accessed electronically at <https://sbms.pnl.gov>. The Battelle Contract Representative or Technical Administrator will provide applicable hard copy Subject Area sections upon request, or prior to the initiation of the work on site.]
 2. If the Contractor has well established safety protocols applicable to the scope of work and consistent with the required elements stated in this clause, the Contractor, upon mutual agreement with Battelle, may submit a copy of its Safety Management Plan for review and approval prior to the initiation of any onsite work. Use of the Contractor's Safety Management Plan in lieu of, or in conjunction with, SBMS procedures and guidelines, will be at the sole discretion of Battelle.
 3. [For construction-related activities only] Perform work under the appropriate Job Planning Package and the Battelle Contractor Safety Manual, provided by the Battelle Technical Administrator or Contract Representative prior to the initiation of onsite work.
- D. The Contractor shall notify the Battelle Contract Representative immediately of any OSHA-recordable injuries/illnesses, any "off-normal occurrences," or Government property damaged that the Contractor determines to have occurred in the course of operations onsite and shall furnish such further information as the Battelle Contract Representative may require. An "off-normal occurrence" is any unplanned or unexpected event, or the discovery of a deficiency in a procedure, plan, or system that has real or potentially undesirable consequences to personnel, equipment, facilities, the environment, and/or programs.
- E. The Contractor's ES&H activities will be subject to the review and approval of the Battelle Project Manager and Technical Administrator of this contract. Representatives of Battelle may conduct periodic inspections of the Contractor's equipment, work and storage areas for compliance with the applicable ES&H regulations. The Battelle Contract Representative will notify the Contractor by a written Notice of Noncompliance of any observed noncompliance with applicable ES&H regulations. The Contractor shall immediately take appropriate corrective action. The Contractor shall advise the Battelle Contract Representative, in writing, within five (5) working days of the corrective action taken on any safety violation noted on the written Notice of Noncompliance. If the Contractor fails or refuses to correct the safety violation, Battelle may perform, or cause to be performed, the necessary corrective work and unilaterally charge the Contractor for the cost thereof. Such charges will be deducted from payments otherwise due the Contractor.

- F. The Contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements or specified requirements of SBMS. If the Contractor fails to provide resolution or if, at any time, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Battelle Contract Representative may issue an order stopping work in whole or in part and the Contractor shall be liable for the delay and any costs thereby incurred. Any stop-work order issued by Battelle under this clause (or issued by the Contractor to a subcontractor in accordance with this clause) shall be without prejudice to any other legal or contractual rights of Battelle. In the event that the Battelle Contract Representative issues a stop-work order, an order authorizing the resumption of the work may be issued at the discretion of the Battelle Contract Representative. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- G. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract. The Contractor shall include a clause substantially the same as this clause in lower tier subcontracts involving complex or hazardous work onsite at Government installations or Battelle-owned or -operated facilities or premises. Such subcontracts shall provide for the right to stop work under the conditions described herein.

INSURANCE (JAN 1986)

- A. The Contractor shall provide and maintain during the entire period of performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule.
- B. Before commencing work the Contractor shall furnish to the Battelle Contract Representative written proof that the required insurance has been obtained. The policies evidencing the required insurance shall contain an endorsement to the effect that any cancellation or material change affecting DOE's or Battelle's interests shall not be effective for such period as the laws of the State in which this contract is to be performed specify or until thirty (30) days after the insurer or the Contractor gives written notice to the Battelle Contract Representative, whichever period is longer.
- C. The Contractor shall insert the substance of this clause, including this Paragraph C, in subcontracts under this contract that require work at either Battelle or Government facilities, owned or controlled, and shall require subcontractors to provide and maintain the kinds and minimum amounts of insurance required in the Schedule to be maintained by the Contractor. At least five (5) days before entry of each such subcontractor's personnel on Battelle or Government property, owned or controlled, the Contractor shall furnish to the Battelle Contract Representative a current certificate of insurance, meeting the requirements of Paragraph B above, for each such subcontractor.

DEFAULT - FIXED PRICE (DEC 1985)

- A. Battelle may, subject to the provisions of Paragraph C of this clause, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to perform the work called for by this contract within the time(s) specified herein or any extension thereof; or
 2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract; or
 3. If the Contractor ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or
 4. If any proceeding for bankruptcy or insolvency is brought by or against the Contractor under bankruptcy or insolvency laws.
- B. In the event Battelle terminates this contract in whole or in part as provided in Paragraph A of this clause, Battelle may procure, upon such terms and in such manner as it may deem appropriate, work similar to the work so terminated and the Contractor shall be liable for any excess costs for such similar work; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- C. Except with respect to defaults of subcontractors, the Contractor shall not be terminated for default if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the Contractor shall not be terminated for default for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule or other performance requirement.
- D. If this contract is terminated as provided in Paragraph A of this clause, Battelle, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver, in the manner and to the extent directed by Battelle, any of the completed or partially completed work not theretofore delivered to, and accepted by, Battelle and any other property, including contract rights, specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon the direction of Battelle, protect and preserve property in the possession of the Contractor in which Battelle has an interest. Battelle shall pay to the Contractor the contract price, if separately stated, for completed work accepted by Battelle and the amount agreed upon by the Contractor and Battelle for 1) completed work for which no separate price is stated, 2) partially completed work, 3) other property described above which is accepted by Battelle, and 4) the protection and preservation of property. Failure to agree shall be a dispute within the meaning of the clause entitled "Disputes." Battelle may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as Battelle determines to be necessary to protect Battelle against loss because of outstanding liens or claims of former lien holders.
- E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of Paragraph C of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes."
- F. The rights and remedies of Battelle provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- G. As used in Paragraph C of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT - FIXED PRICE (DEC 1985)

- A. The performance of work under this contract may be terminated by Battelle in accordance with this clause in whole, or from time to time in part, whenever Battelle shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination and except as otherwise directed by Battelle, the Contractor shall:
1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign, in the manner, at the times, and to the extent directed by Battelle, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Battelle shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Battelle, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by Battelle, a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and b) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to Battelle;
7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by Battelle, any property of the types referred to in Paragraph 6 above; Provided, however, That the Contractor a) shall not be required to extend credit to any purchaser, and b) may acquire any such property under the conditions prescribed by and at a price or prices approved by Battelle; And provided further, That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Battelle to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as Battelle may direct;
8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
9. Take such action as may be necessary, or as Battelle may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At a time agreed to by Battelle and the Contractor, the Contractor may submit to Battelle a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Battelle Contract Representative, and may request Battelle to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, Battelle will accept such items and remove them or enter into a storage agreement covering the same; Provided, That the list submitted shall be subject to verification by Battelle upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to Battelle its termination claim, in the form and with certification prescribed by Battelle. Such claim shall be submitted promptly but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by Battelle upon request of the Contractor made in writing within such ninety day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, Battelle may, subject to any review required by DOE's procedures in effect as of the date of this contract, determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Subject to the provisions of Paragraph C and subject to any review required by DOE's procedures in effect as of the date of execution of this contract, the Contractor and Battelle may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; Provided, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph E of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and Battelle to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph D.
- E. In the event of the failure of the Contractor and Battelle to agree as provided in Paragraph D, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, Battelle shall, subject to any review required by DOE's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to it, the

amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

1. For completed supplies or services accepted by Battelle (or sold or acquired as provided in Paragraph B.7 above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
2. The total of:
 - a. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under Paragraph E.1 hereof;
 - b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in Paragraph B.5 above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under Paragraph a above); and
 - c. A sum, as profit on the costs referred to in Paragraph a above, determined by Battelle to be fair and reasonable; Provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this Paragraph c and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
3. The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under Paragraphs 1 and 2 of this Paragraph E shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for a small specified amount except to the extent that Battelle shall have otherwise expressly assumed the risk or loss, there shall be excluded from the amounts payable to the Contractor as provided in Paragraphs E.1 and 2.a above, the fair value, as determined by Battelle, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Battelle, or to a buyer pursuant to Paragraph B.7.

- F. Costs claimed, agreed to, or determined pursuant to Paragraphs C, D, and E of this clause shall be in accordance with the applicable contract cost principles and procedures in Subpart 31.2 of the Federal Acquisition Regulations (48 CFR 31.2) as supplemented or modified by DFAR Part 931 (48 CFR 931) in effect on the date of the contract.
- G. The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes" from any determination made by Battelle under Paragraph E above. If the Contractor fails to submit its claim within the time provided in Paragraph C above and fails to request an extension within such time, Battelle's determination of the amount, if any, due the Contractor by reason of the termination shall be final and binding upon the Contractor.
- H. In arriving at the amount due the Contractor under this clause there shall be deducted 1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract; 2) any claim which Battelle may have against the Contractor in connection with this contract; and 3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause and not otherwise recovered by or credited to Battelle.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with Battelle a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

- J. Battelle may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of Battelle the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to Battelle upon demand, together with interest computed at the rate established by the Secretary of the Treasury pursuant to 50 USC App. 1215(b)(2), for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to Battelle; Provided, however, That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by Battelle by reason of the circumstances.
- K. Unless otherwise provided for in this contract the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to Battelle and DOE at all reasonable times at the office of the Contractor but without direct charge to Battelle, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by Battelle, photographs, microphotographs, or other authentic reproductions thereof.



Battelle

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REPRESENTATIONS AND CERTIFICATIONS—FORM 400 (10/99)

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CERTIFICATIONS—COMPLETE APPROPRIATE BOXES AND BLANKS BELOW. (See Section "Definitions," for expanded definitions.)

1. TYPE OF BUSINESS ORGANIZATION (NOV 89). Offeror is

- ☒ A corporation, incorporated in the State of Delaware
- ☐ A sole proprietorship.
- ☐ A partnership formed under the laws of the State of _____
- ☐ A joint venture (submit details with proposal).
- ☐ Yes ☐ No Other or is exempt from federal income taxation under Section 501 of the Internal Revenue code.

2. PARENT COMPANY AND IDENTIFYING DATA (NOV 89). (See Section "Definitions.")

- ☒ Yes ☐ No Offeror is owned or controlled by a parent company.

If "Yes" Provide the following information:

U.S. Bancorp 601 Second Avenue South, Minneapolis, Minnesota 55402-4

(Name, Main Office Address, and Zip Code of Parent Company)

IRS Employer Identification # 41-0255900

(Parent Company's Employer's Identification Number)

- If "No" Provide either the offeror's Employer Identification Number or if the offeror is an individual and has no Employer Identification Number, insert the offeror's Social Security Account Number below.

Employer's Identification Number OR Offeror's Social Security Account Number



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3. **SMALL BUSINESS CONCERN REPRESENTATION (NOV 89)** (See Section "Definitions.") Offeror represents and certifies that it:

☐ Is ☒ Is Not A small business concern.

☐ All ☐ Not All Supplies furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

4. **SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (NOV 89)** (See Section "Definitions.") Offeror represents that it:

☐ Is ☒ Is Not A small disadvantaged business concern.

5. **WOMEN-OWNED SMALL BUSINESS REPRESENTATION (JAN 86)** (See Section "Definitions.") Offeror represents that it:

☐ Is ☒ Is Not A women-owned small business concern.

6. **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (JAN 86)** Offeror represents that it:

☐ Has ☐ Has Not Participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 231 of Executive Order No. 11114.

☐ Has ☐ Has Not Filed all required compliance reports; and hereby certifies that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

7. **ROYALTY PAYMENTS CERTIFICATION (JAN 83)**

In order that DOE may be informed regarding royalty payments to be made by a contractor in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by Battelle, check one of the following:

☐ The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.

☐ The Contract price includes an amount for royalty payment expected to be made in connection with the proposed award set forth below:

A. the amount of each payment,

B. the names of the licensor, and

C. either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

8. TECHNICAL DATA CERTIFICATION (JAN 86)

A. The offeror certifies that it has not delivered or is not obligated to deliver to Battelle or to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

- ☒ None
☐ Contract No. (and Subcontract No., if applicable), Agency name and place of delivery.

9. PATENTS RIGHTS REPRESENTATION (JAN 86). Offeror represents that it

- ☐ Is ☒ Is Not A small business as defined in 15 USC 632(a) and the implementing regulations of the Administrator of the Small Business Administration, 13 CFR Part 121.
- ☐ Is ☒ Is Not An organization of the type described in section 501(c)(3) of the Internal Revenue Code, 26 USC 501(c), and exempt from taxation under section 501(a) of the Internal Revenue Code, 26 USC 501(a).
- ☐ Is ☒ Is Not A nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- ☐ Is ☒ Is Not A U.S. domestic university or other U.S. institution of higher education.

10. BUY AMERICAN CERTIFICATION (JAN 86)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act") and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. (List on separate page if needed.)

Excluded End Products	Country of Origin
_____	_____
_____	_____

11. AFFIRMATIVE ACTION COMPLIANCE (JAN 86). Offeror represents that it

- ☒ Does ☐ Does Not Employ 50 or more employees.

If offeror employs 50 or more employees and this offer will equal or exceed \$50,000, offeror also represents that it

- ☒ Has ☐ Has Not Developed and has on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or it
- ☒ Has ☐ Has Not Previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES (JAN 86).

- A. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

- B** By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- C** The offeror further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will:
- (1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause,
 - (2) retain the certifications in the files, and
 - (3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

- 13. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 84).** (For interpretation of the representation, including the term bona fide employee, see subpart 3.4 of the Federal Acquisition Regulation). The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:
- ☐ Has ☐ Has Not Employed or retained any person or company to solicit or obtain this contract.
- ☐ Has ☐ Has Not Paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

Offeror agrees to provide information relating to the above Representation as requested by Battelle and, when either paragraph above is answered affirmatively, to promptly submit to Battelle:

1. completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119), or;
2. A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer.

- 14. ANTI-KICKBACK REPRESENTATION.** Offeror hereby represents that by signing below, the offeror or subcontractor has not (a) provided, attempted to provide, or offered to provide any kickback, (b) solicited, accepted, or attempted to accept any kickback, (c) included, directly or indirectly, the amount of any kickback in the price proposed by the offeror or subcontractor. (For interpretation of the term subcontractor kickback, see 41 U.S.C. Sections 51-58.)



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15. **DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (SEP 93)** (Applicable to contracts exceeding \$25,000). Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals

- ☐ Are ☒ Are Not Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- ☐ Have ☒ Have Not Within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- ☐ Are ☒ Are Not Presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision A.1.b of this provision.

Offeror:

- ☐ Has ☒ Has Not Within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- A. Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- B. The Offeror shall provide immediate written notice to Battelle if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by Battelle may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, Battelle may terminate the contract resulting from this solicitation for default.

16. CLEAN AIR AND WATER CERTIFICATION (JAN 86). (Applicable to offers exceeding \$100,000) (Reference FAR 52.233-1). The offeror certifies that any facility to be used in the performance of this proposed contract

- ☐ Is ☒ Is Not Listed on the Environmental Protection Agency List of Violating Facilities. The offeror will immediately notify the Battelle Contract Representative, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities. The offeror will include a certification substantially the same as this certification including this paragraph in every nonexempt subcontract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (JAN 86)

The offeror represents as a part of this offer that the offeror ☐ is or ☐ is not a regular dealer in, or ☐ is or ☐ is not a manufacturer of, the supplies offered.

18. COST ACCOUNTING STANDARDS NOTICE AND CERTIFICATION (NOV 83).

NOTE: This notice does not apply to small business or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

- A. Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on 1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or 2) prices set by law or regulation, will be subject to the requirements of 48 CFR 9903 and 9904, except for contracts which may be exempt as specified in 48 CFR 9903.201-1.
- B. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR 9903 and 9904, must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903 2.32. The Disclosure Statement must be submitted to the cognizant administrative contracting officer (ACO) unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph C below:

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- C. Check the appropriate box below:

[] 1. Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (a) original and one copy to the ACO, and (b) one copy to the cognizant contract auditor.

Disclosure must be on Form Number CASB-DS-1. Forms may be obtained from the ACO.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ 2. Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ 3. Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Battelle Contract Representative immediately.

☐ 4. Certificate of Interim Exemption

The offeror hereby certifies that (a) the offeror first exceeded the monetary exemption of disclosure, as defined in (3) above, in the cost accounting period immediately preceding the period in which this offer was submitted and (b) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of the period, the offeror will immediately submit a revised certificate to the Battelle Contract Representative, in the form specified under (1) or (2) above, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.



II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below means that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because a) during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, and b) the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Battelle Contract Representative immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

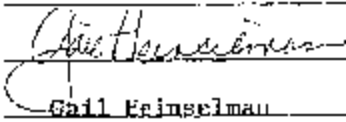
III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

SIGNATURE

NOTE: A person authorized to make legally binding commitments on behalf of the offeror must sign below. Signature constitutes a representation that reasonable and prudent inquiry has been made to ascertain the true and accurate basis of all statements. Statements which a person knows or has reason to know are false, fictitious, or fraudulent may result in criminal or civil penalties, as prescribed in 18 USC 1001 and 31 USC 3802(a)(2). These Representations and Certifications shall remain in effect for a period of one (1) year from the date signed and shall satisfy any subsequent proposal requirements during that one-year period. The Offeror shall notify Battelle of any changes that occur in any of the representation or certifications during that period.

Company Name	<u>U. S. Bank</u>
Signature	<u></u>
Signer's Name (Printed)	<u>Gail Feinselman</u>
Title	<u>Vice President & Relationship Manager</u>
Date	<u>June 16, 2003</u>

DEFINITIONS

The following definitions apply to the referenced certifications under section "CERTIFICATIONS" of this form.

1. **PARENT COMPANY AND IDENTIFYING DATA (NOV 89).** Definition: A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
2. **SMALL BUSINESS CONCERN REPRESENTATION (NOV 89).** Definition: "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in 13 CFR 121, "Small Business Size Regulations." Additional information can be found at 15 USC 632(A), "Criteria" for Small Business Concerns.
3. **SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (NOV 89).** Definitions: "Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh. "Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Island, Laos, Cambodia, or Taiwan. "Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121. "Small disadvantaged business concern" as used in this provision, means a small business concern that 1) is at least 51 percent owned or controlled by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals, and 2) has its management and daily business controlled by one or more such individuals.

Qualified Groups: The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

4. **WOMEN-OWNED SMALL BUSINESS REPRESENTATION (JAN 86).** Definitions: "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

01-PRO-159

JAN 11 2001

Dr. L. J. Powell, Director
Pacific Northwest National Laboratory
Richland, Washington 99352

Dear Dr. Powell:

CONTRACT NO. DE-AC06-76RL01830 - CONTRACT MODIFICATION M333

This letter transmits three copies of contract modification M333 (enclosure). This modification updates Section J, Appendix B, Special Banking Account Agreement, for Fiscal Year 2001. Please sign all three copies of the modification and return them to my office. An executed copy of this modification will be transmitted back to you. Questions regarding this matter may be directed to me at (509) 372 4572.

Sincerely,

Susan E. Bechtol

Susan E. Bechtol
Contracting Officer

PRO:SEB

Enclosure

cc w/encl:
K. L. Howing, PNNL

bcc: PRO Off File
PRO Rdg File
CCC Rdg File w/1 encl
S. E. Bechtol, PRO
T. L. Davis, IMD
R. L. Dawson, PRO

Record Note: The banking agreement was reviewed by Connie Smith, OCC and approved by Susan Bechtol on 9/27/00.

FileName: I:\PNNL\MODS\M333\Trans\CM333.doc
FileCode: Contract Site M333

RECEIVED
JAN 15 2001
DOE RL/CCC

Office >	PRO	IMD	OCC	PRO	
Surname >	SEB	T. DAVIS	P. DAVIS	BECHTOL	
Date >			11/28	11-11-01	

(Please return to Vicki Spitz 6-6778 PEO/LEO FAX 6-5378)

Document No. 24755



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

01-PRO-159

Dr. L. J. Powell, Director
Pacific Northwest National Laboratory
Richland, Washington 99352

Dear Dr. Powell:

CONTRACT NO. DE-AC06-76RL01830 - CONTRACT MODIFICATION M333

This letter transmits three copies of contract modification M333 (Enclosure 1). This modification updates Section J, Appendix B, Special Banking Account Agreement, for Fiscal Year 2001. Please sign all three copies of the modification and return them to my office. An executed copy of this modification will be transmitted back to you. Questions regarding this matter may be directed to me at (509) 372-4572.

Sincerely, A NOTE FROM
VICKIE SPITZ

Susan E. J
Contractor

PRO:SEB

Enclosure

cc w/encl: K. L. Hoewing, PNNL

bcc: PRO Off File
PRO Rdg File
CCC Rdg File w/l encl
S. E. Bechtol, PRO
T. L. Davis, IMD
K. L. Dawson, PRO

Record Note: The banking agreement was reviewed by Connie Smith,
OCC and approved by Susan Bechtol on 9/27/00.

FileName: I:\PNNL\MODS\M333\Trans-It-M333.doc
FileCode: Contract Mod File M333

Office >	PRO	IMD	OCC	PRO		
Surname >	DAWSON	DAVIS	P. DAVIS	BECHTOL		
Date >		1/2/01				

(Please return to Vickie Spitz 6-5778 FED/A7-80 FAX 8-5378)

Document No. 24756

01-PRO 159

Dr. L. J. Powell, Director
Pacific Northwest National Laboratory
Richland, Washington 99352

Dear Dr. Powell:

CONTRACT NO. DE-AC06-76RL01830 - CONTRACT MODIFICATION M333

This letter transmits three copies of contract modification M333 (Enclosure I). This modification updates Section J, Appendix B, Special Banking Account Agreement, for Fiscal Year 2001. Please sign all three copies of the modification and return them to my office. An executed copy of this modification will be transmitted back to you. Questions regarding this matter may be directed to me at (509) 372-4572.

Sincerely,

Susan E. Bechtol
Contracting Officer

PRO:SEB

Enclosure

cc: K. L. Hoewing, PNNL

bcc: PRO Off File
PRO Rdg File
CCC Rdg File w/ encl
S. E. Bechtol, PRO
T. L. Davis, IMD
R. L. Dawson, PRO

Record Note: None

FileName: I:\PNNLAMODS\M333\Tran-1r-M333.doc
FileCode: Contract Mod File M333

*add Paul
Davis*

Office >	PRO - <i>MD</i>	IMD	PRO	<i>PCC</i>		
SURNAME >	DAWSON	DAVIS	BECHTOL	<i>P. Davis</i>		
Date >	<i>12-20-00</i>					

Please return to Vickie Spitz 6-5778 FED/A7-80 FAX 6-5378

Document No. 24756

United States Government

Department of Energy
Richland Operations Office**memorandum**DATE: September 26, 2000
REPLY TO: Susan Bechtol, Contract Specialist *JB*
ATTN OF:SUBJECT: CONTRACT NO. DE-AC06-76RI.01830 - BATTELLE MEMORIAL INSTITUTE
CONTRACT NO. 402794-A-C3, SPECIAL BANK ACCOUNT AGREEMENT

TO: Paul R. Davis, OCC

Please review that attached contract and provide your comments and/or concurrence to me by September 27, 2000. This is a tri-party agreement with BMI, DOE-RL and U.S. Bank.

CONCUR: *Connie Smith for* DATE: _____
Paul R. Davis, OCC

COMMENTS:

Seems odd that DOE is signatory but only BMI may modify it.

9-28-00
FNNL faxed changes & sent word
docs & excel attachments.

I made page changes and
signed document *A. Bechtol*

Office >	PRO	OCC				
Surname >	BECHTOL <i>JB</i>	DAVIS <i>CP</i>				
Date >	9/28/00	9/27/00				

(Please return to Vickie Spitz 8-7270 A7-80/FED FAX 6-5378)

Document No. 22813